

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET



NEW YORK, N. Y. 10038

PORTLAND, OREGON

MAY 17, 1973

CASE NO. 80-13611

STRUCK BY M.S. "IBERIA"
5/15/73

PRELIMINARY ADVICE

PORT OF ASTORIA, PIER #1

CONDITIONS

The employment of this Association and all services rendered in connection therewith are made, offered and rendered without recourse and on the following conditions and this and all other reports, including any oral reports and certificates, are made and issued without recourse and subject to said conditions:

1. While the officers and the Board of Directors of United States Salvage Association, Inc. have used their best endeavors to select competent surveyors, employees, representatives and agents and to insure that the functions of the Association are properly executed, neither the Association nor its officers, directors, surveyors, employees, representatives or agents are under any circumstances whatever to be held responsible for any error of judgment, default or negligence of the Association's surveyors, employees, representatives or agents nor shall the Association or its officers or directors under any circumstances whatever be held responsible for any inaccuracy, omission, misrepresentation or misstatement in any report or certificate.

2. That the information contained in this and all other reports and certificates is only that coming to the attention of or under the observation of such surveyors, employees, representatives and agents and deemed pertinent for the purpose for which the Association was employed as stated herein; that this report or certificate is not a Certificate of Seaworthiness; that under no circumstances shall this report or certificate be used in connection with the issuance, purchase, sale or pledge of any security or securities, or in connection with the purchase, sale, mortgage, pledge, freighting, letting, hiring or charter of any vessel, cargo or other property, and if so used shall be null, void and of no effect and shall not be binding on anyone.

3. Reports subject to these conditions are the only reports authorized by the Association.

4. The terms of these conditions can be varied only by specific resolution of the Board of Directors of the Association and the acceptance or use of this report or of the employment or services of this Association or of its surveyors, employees, representatives or agents or the use of any other report or certificate shall be construed to be an acceptance of these conditions.

5. This report and all services in connection with this employment are for the account of the person requesting the same, but with the understanding that they are to be used only for the purpose for which the Association was employed as stated herein.

ASSURED: PORT OF ASTORIA

AFLOAT: ☐

REQUESTED BY: PORT OF ASTORIA

ON DRYDOCK: ☐

SURVEY DATE: 5/16/73 LOCATION: PORT OF ASTORIA, ASTORIA, OREGON

REPAIR CONTRACTOR: TO BE SELECTED

REPAIR COSTS: \$20,000.00

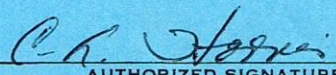
AGREED PRICE

TIME & MATERIAL (ESTIMATED*)

COMPETITIVE BID

DESCRIPTION OF DAMAGE: DOWNSTREAM END OF PIER DECK PUSHED IN AGAINST WAREHOUSE WALL AND RIVER SIDE OF PIER PUSHED OUT AND AWAY FROM WAREHOUSE WALL, OVER A LENGTH OF APPROXIMATELY 55'. APPROXIMATELY TEN (10) VERTICAL POSTS SET OVER. ONE (1) FENDER PILE BROKEN. ONE (1) DIAGONAL BRACE BROKEN. CONCRETE BLOCKS IN WAREHOUSE WALL CRACKED. WAREHOUSE ASPHALT DECK CRACKED OVER A LENGTH OF 20'. FIBERGLASS WINDOW FRAMEWORK UPSET. ONE (1) CORRUGATED FIBERGLASS PANE BROKEN. ~~REMARKS INDICATE DEFERRED REPAIRS~~ BULL RAILS ALONG THE EDGE OF THE PIER DECK ARE UPSET. THE WAREHOUSE WALL IS SET IN AND UPSET.

SURVEYOR: C. L. HARRIS


AUTHORIZED SIGNATURE

COPIES TO: PORT OF ASTORIA - 2
USSA-NEW YORK - 1
USSA-SAN FRANCISCO - 1
FILE - 1

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET



NEW YORK, N. Y. 10038

PORTLAND, OREGON

MAY 17, 1973

CASE NO. 80-13611

STRUCK BY M.S. "IBERIA"

5/15/73

PRELIMINARY ADVICE

PORT OF ASTORIA, PIER #1

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ASSURED: PORT OF ASTORIA

AFLOAT: ☐

REQUESTED BY: PORT OF ASTORIA

ON DRYDOCK: ☐

SURVEY DATE: 5/16/73 LOCATION: PORT OF ASTORIA, ASTORIA, OREGON

REPAIR CONTRACTOR: TO BE SELECTED

REPAIR COSTS: \$20,000.00

ESTIMATED* AGREED PRICE

TIME & MATERIAL (ESTIMATED*)

COMPETITIVE BID

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SURVEYOR: C. L. HARRIS

AUTHORIZED SIGNATURE

COPIES TO: PORT OF ASTORIA - 2
USSA-NEW YORK - 1
USSA-SAN FRANCISCO - 1
FILE - 1

UNITED STATES SALVAGE ASSOCIATION, INC.
SURVEY REQUEST CONFIRMATION

DATE 5/17/73
CASE NO. 80-13611

HOURS _____

BEHALF:			
VESSEL OR STRUCTURE SURVEYED:		PORT OF ASTORA-PIER #1	
ASSURED		PORT OF ASTORIA	
OWNER		" " "	
DATE & TIME OF SURVEY	LOCATION OF SURVEY IN DETAIL		
5/16/73	PORT OF ASTORIA, ASTORIA, OREGON		
NATURE OF SURVEY AND DATE OF ACCIDENT	STRUCK BY M.S. "IBERIA" 5/15/73		
REQUESTED BY	G. PACKARD-PORT OF ASTORIA, ASTORIA, OREGON		LEAD UNDERWRITER

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NOTE: Except as the result of written advices to the contrary, or as circumstances determine, and distinct from such recommendations as may be generated by the surveyor unless noted in same, usual Association procedure pertaining to:

1. Inspections to ascertain condition (valuation) and suitability for service,
2. On charter and off charter inspections,
3. Lay-up inspections,
4. Voyage under own power inspections, and
5. Towing inspections,

is to perform same without benefit of the making of removals, or opening up to expose parts ordinarily concealed, or testing for tightness, or trying out machinery, the Association's surveyor formulating conclusions subject to any conditions which would have been revealed if such procedures had been accomplished; further, no determination of stability characteristics or inherent structural integrity is made, and no opinion is expressed with respect thereto. The foregoing is implicit in all preliminary advices, telephone communications, telegrams, etc., unless indicated otherwise by the Association. Intermediaries to whom this survey request confirmation is forwarded, between this organization and its principals, are expected to advise all interested principals of these conditions, which are presented in full in Association inspection reports.

Additionally, values of equipment inspected will not be provided unless explicitly requested.

THIS CONFIRMATION OF REQUEST FOR SURVEY IS FOR YOUR REVIEW AND RECORD.
WE WILL INVOICE IN ACCORDANCE WITH YOUR INSTRUCTIONS AS NOTED BELOW.

		INVOICES TO	
		PORT OF ASTORIA	
		ASTORIA, OREGON	

REPORT NO.

L. O. A.

A. M.
P. M.

A. M.
P. M.

TRANSPOR- TATION	\$
TRAVEL TIME	\$
SUBSIST.	\$
LABOR MAN HRS	\$
FOREMAN MAN HRS	\$
S/V MAN HRS	\$
CHECKER MAN HRS	\$
LINES MAN HRS	\$ 29.56 85.44
TOTAL LABOR	\$

Hit the Corner Pier

DETAIL OF WORK



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 72-1187

In Account With

M/S IBERIA, ITS OWNERS
AGENTS OR OPERATORS
KERR STEAMSHIP CO., INC.
707 S.W. Washington
Portland, Oregon 97205

Date May 18, 1973

TERMS: CASH.

VENDOR #70946

LINE SERVICE

5/15/73
5/17/73

Tie Up
Let Go

(10:45AM)
(3:45PM)

\$ 135.00
90.00
\$ 225.00



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 72-1183

In Account With

M/S IBERIA, ITS OWNERS
AGENTS OR OPERATORS
KERR STEAMSHIP CO., INC.
707 S.W. Washington
Portland, Oregon 97205

Date May 18, 1973

TERMS: CASH.

VENDOR #70946

FRESH WATER FURNISHED TO SHIP

5/16/73	105 Tons or 28350 Gallons of Water	\$ 14.62
	Service Charge	<u>12.00</u>
		\$ 26.62



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 72-1189

In Account With

M/S IBERIA, ITS OWNERS
AGENTS OR OPERATORS
KERR STEAMSHIP CO., INC.
707 S.W. Washington
Portland, Oregon 97205

Date May 18, 1973

TERMS: CASH.

VENDOR #70946

DOCKAGE: 534 Feet L.O.A. Rate \$234.00 per 24-hour period

5/15/73 10:45AM to 5/17/73 3:45PM 2½ Periods/234.00

\$ 585.00

M/S Iberia Its owners
Agents or Operators
Kerr Steamship Co Inc
707 S.W. Washington
Portland Oregon 97205

No. 72-1187

LINE SERVICE

Vendor # 70946

Date

5/15/73

lie to

(10:45 AM)

\$ 135.00

5/17/73

let to

(3:45 PM)

\$ 90.00

\$ 225.00

No. 72-1188

FRESH WATER FURNISHED

5/16/73

(Date)

105

Tons or 28350 Gal.

14.62

Service Charge

12.00

\$ 26.62

No. 72-1189

DOCKAGE: 534 Feet L.O.A. Rate 234⁰⁰ c/foot per 24-hour period

From: 5/15/73 10:45 AM to 5/17/73 3:45 PM 2 1/2 Periods / 234 - \$ 585.00

No. _____

Bill To -

WHARFAGE CHARGE ON

\$

No. _____

Bill To -

SERVICE & FACILITIES CHARGE ON

\$

No. _____

Bill To -

\$

No. _____

Bill To -

\$

PORT OF ASTORIA

BOOKING REPORT

DATE 5/14/73

1. NAME OF SHIP IBERIA
2. NAME OF CALLER - Bakke -
3. NAME OF AGENT Kerr S.S.
4. NAME OF SHIPPER _____
5. TYPE OF CARGO Grain
6. AMOUNT OF CARGO 4500 LT 40
7. NAME OF STEVEDORE Jones
8. NAME OF SUPERCARGO _____
9. DATE OF ARRIVAL 5/15
10. BERTH ASSIGNMENT(TENTATIVE) _____
11. SPECIAL ARRANGEMENTS _____

12. BILLING INFORMATION: WHARFAGE _____
SERVICE & FACILITIES _____
HANDLING _____

A. Richard

DUPLICATE

MATES RECEIPT

Nº 2077

Astoria, Oregon May 17 19 73

Received from **KERR GRAIN CORPORATION**
at **PORT OF ASTORIA GRAIN TERMINAL**

For Account of Cook Industries

On Board M/S Iberia

BULK Wheat said to be #1 Heavy Hard Winter 12.00 Pro.

Weight:

11,226,926#

5,012 L/T

5613

Final/Overnight

Received the above Described Merchandise for Shipment as indicated hereon.

[Signature]
S/Mate or Captain

[Signature]
S/Supercargo



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEO. R. GROVE, GEN'L MANAGER

May 22, 1973

Owners and/or Agents
M.S. "Iberia"
C/O Durham & Bates
901 S.W. Washington
Portland, Oregon 97205

Dear Sirs:

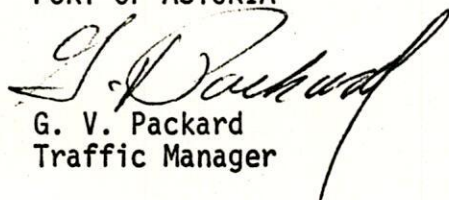
This is to notify you that the Port of Astoria is holding the M.S. "Iberia," its owners and/or agents liable for the damage done by the M.S. "Iberia" to Pier One, Port of Astoria, on May 15, 1973. This damage was done by the vessel while docking.

The Master of the M.S. "Iberia" has received a copy of a survey done by United States Salvage Association on our behalf.

May we have your views as to how you wish to handle the repairing of the damaged pier.

Yours very truly,

PORT OF ASTORIA


G. V. Packard
Traffic Manager

GVP:sc

cc: Kerr S.S. Co., Portland

Field Survey

Pier #1, Port of Astoria 5/16/73

We the undersigned have this day held survey on the subject pier at Astoria, Oregon in order to ascertain and agree upon, or as noted otherwise, the cause, the nature and extent, and the recommended repair of damage alleged to have been sustained in consequence of the pier having been struck by the M/S Iberia while approaching the pier to dock on 5/15/73 at Astoria, Ore.

Found

1. Two (2) piling on the inboard tier of piling on the Apron and located between the mudsill and deck are set over.
2. Two (2) Pier supports on the diagonal course of supports are set over with one (1) missing.
3. Two (2) Piling at the end of the apron are set over approx. 6"
4. Six (6) Vertical Posts between the deck and the mudsill are set over and upset The wire lashings are loose.
5. One (1) 9" x 12" x 15' diagonal Brace in way of posts noted in item #4 above is fractured full length.
6. One (1) Fender Pile at the edge of

Recommend

1. To be reset and resecured. (untreated pile approx. 5' long.) ...
2. One (1) To be reset and resecured. One (1) to be replaced. (19" x 19" x 5' Untreated Timber)
3. To be reset and resecured. (untreated piling.)
4. To be reset and resecured (19" x 19" x 5' Untreated timber)
5. To be renewed. (one (1) piece 9" x 12" x 15' treated timber)
6. To be renewed. (one (1) 9"

Field Survey

Pier #1, Port of Astoria

5/16/73

Found

7. The pier deck is set in to approx. 6" located in board of the Concrete base for the Ballard on the pier face toward the warehouse walls.

8. The Corner Wall of the warehouse is set in to approx. 4" with an opening between the wall and Corner extending from the deck up approx. 15'.

9. The 2" x 6" fiberglass panel framing at the top of the Corner wall noted in Item #8 above is upset and displaced to approx. 3", and one (1) panel on the downstream end is noted in three (3) locations.

10. The wooden sill at the bottom of the wall noted in Item #8 above is pulled away from the deck approx. 4".

11. The Concrete Blocks in the wall noted in Item #8 above are pulled loose and cracked from the deck up 10 courses in a stair step fashion. Located approx. 19' from the downstream corner.

Recommend

7. To be reset to original position.

8. To be reset at original. Note: It was reported that this wall was set over approx. 1" prior to this casualty.

9. Framing to be reset... and one (1) fiberglass panel to be renewed. (Approx. 26" x 5', one (1) piece, white Fiberglass, Corrugated.)

10. To be reset and resecured.

11. The cracked blocks to be renewed and then the balance to be reset and regrouted. (Approx. 4 Concrete blocks 8" x 6" x 1'.

Field Survey

Pier #1, Port of Astoria

5/16/73

Found

12. The upstream end of the wall noted in Item #8 above is pulled away from the Corner Post approx. 2" and extending up approx. 8'.

13. The pier ^{deck} facing on the riverside, is pulled away from the warehouse wall noted in Item #8 above approx. 9" to 10".

14. The asphalt on the pier deck inside the warehouse is cracked from the wall toward shore approx. 20'.

15. The sill below the swinging door in the warehouse wall, riverside, is ~~thrust~~ pushed in an upstream direction approx. 4"

16. The face of the warehouse wall, riverside, is set in at the bottom to approx. 5" over a length of 20'.

17. The face of the pier on the riverside is moved out from the warehouse wall approx. 9" and extending upstream approx. 20'.

18. The Pier face is pushed out to approx. 3' at the Corner and going

Recommend

12. To be reset as original.

13. To be reset and resecured.

14. To be weed'ed out and refinished. (Asphalt is reported 4" thick)

15. To be reset and then resecured.

16. The base of the wall to be reset and resecured.

17. To be reset and then resecured.

18. To be reset and resecured.

5/16/73

Field Survey

Pier #1, Port of Astoria

Found

diagonal

19. The Bull Rail on the ^{diagonal} corner of the pier is pushed in and dislocated.
20. Approx. Twenty Four (24) 9" x 12" dock planking are upset and dislocated. Two (2) were missing.
21. The sill at the downstream end of the pier, riverside, is upset and displaced.

Recommend

19. To be reset and then resecured. (19" x 14" x 15' treated timber).
20. To be reset and resecured. (Treated planking, (Two (2) pieces 12" x 12" x 7' approx.)
21. To be reset and then resecured. (Treated Timber,

5/16/73

Field Survey

Pier #1, Port of Astoria

- Notes. A. Necessary barges, men, piledrivers, and equipment to effect repairs.
B. Necessary removals to be replaced in good order.
C. Necessary testing to prove repairs in good order.

Survey made without prejudice

For Port of Astoria

For M/I Iberia

For U.S. Salvage Arsn. Inc.

M/V IBERIA
at Portland, Oregon

May 29, 1973

Port of Astoria
Astoria
Oregon

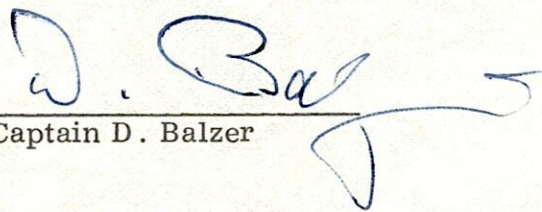
Re: M/V IBERIA
Pier No. 1
Port of Astoria

Gentlemen:

As Master of the German motor vessel IBERIA, I wish to advise you that on May 15, 1973, the berth adjacent to Pier No. 1 was, in my opinion, an unsafe berth, and any damages which may have occurred during the docking of the IBERIA were the direct result of your failure to maintain a proper and safe berth.

Very truly yours,




Captain D. Balzer



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

June 1, 1973

COMMISSIONERS:

ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEO. R. GROVE, GEN'L MANAGER

Captain D. Balzar
Master, M.V. "Iberia"
C/O Durham and Bates
901 S.W. Washington
Portland, Oregon 97205

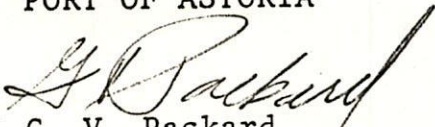
Dear Sir:

We reject the premise of your letter dated May 29, 1973. The grain berth at Pier No. 1, Port of Astoria, on May 15, 1973 could never be construed as an unsafe berth. We are surprised that, fifteen days after arriving at the berth, you notify us that the berth was unsafe.

We are still looking to the M/V "Iberia", its owners and/or agents to reimburse the Port of Astoria for the damage done by the M/V "Iberia" on May 15, 1973.

Yours very truly,

PORT OF ASTORIA


G. V. Packard
Traffic Manager

GVP:sc

cc: Capt. Shaw, Durham and Bates
Kerr Steamship, Portland

Enclosure

224-5170

PORT OF ASTORIA
ASTORIA, OREGON

June 25, 1973

C
O
P
Y

Capt. Shaw
Durham & Bates
901 S.W. Washington
Portland, Oregon 97205

Dear Sir:

Enclosed are two estimates for rebuilding of the damaged
N.W. Corner of Pier 1 and to realign the dock and walls.

Yours very truly,

PORT OF ASTORIA

G. V. Packard
Traffic Manager

GVP:sc

PORT OF ASTORIA
ASTORIA, OREGON

June 25, 1973

C
O
P
Y

Mr. Paul Hearn
Kerr Steamship Company
707 S.W. Washington
Portland, Oregon 97205

Dear Mr. Hearn:

Enclosed are two estimates for repairing the damaged corner of Pier 1 and realigning dock and walls.

Yours very truly,

PORT OF ASTORIA

G. V. Packard
Traffic Manager

GVP:sc

Enclosures: 2



Bergerson Enterprises

3391 Irving Ave. Astoria, Oregon 97103

Office: (503) 325-7130
Shop: (503) 325-7103
24 HOUR SERVICE

June 15, 1973

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

E S T I M A T E

1. REBUILD DAMAGED N.W. CORNER PIER 1

a. Furnish and drive 4 bearing and 3 fender piling @190.00 ea. (1.furnish @120.00 ea.) (2.drive @70.00 ea.)	1,330.00
b. Remove stringers and decking as necessary to repostand realign caps	1,200.00
c. Replace mudsills, brace and 6 posts	995.00
d. Realign center cap and posts	885.00
e. Replace stringers, decking and guard rail	2,400.00
Stringers 4 x 16 1M @300.00M	300.00
Deck 4 x 12 1M @300.00M	300.00
Hardware	200.00
	<u>7,610.00</u>
	\$ 7,610.00

2. REALIGN DOCK AND WALLS

- | | |
|--|-------------|
| a. Straighten posts and realign dock | |
| b. Pull columns and walls as close to original position as possible and caulk openings | \$ 4,000.00 |

\$11,610.00

Sincerely yours,

Darryl D. Bergerson
Darryl D. Bergerson
Bergerson Enterprises



CONSTRUCTION, INC. Environmental Systems — Ecological Methods — General Contracting

June 25, 1973

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Gentlemen:

1656 JEROME AVE.
P.O. BOX 297
ASTORIA, OREGON 97103
503/325-7177

2041 S.W. 58TH
SUITE 206
PORTLAND, OREGON 97221
503/292-9101

*6/28/73
at millard
material & then
start.*

Quote to repair damaged northwest corner of Pier 1
including 2 misaligned walls.

Our quote includes all labor, materials and equipment to repair
this damaged area as follows:

Open up the damaged corner dock area, remove all damaged materials,
reinstall materials not structurally damaged and furnish and install the
following new materials along with all the related hardware.

Sub caps	1 ea. 8 x 12 x 22'	Rough
	1 ea. 8 x 12 x 26'	"
Posts	20 ea. 12 x 12 x 8'	Rough
Bracing	2 ea. 4 x 12 x 20'	"
	2 ea. 4 x 12 x 26'	"
	2 ea. 4 x 12 x 28'	"
	2 ea. 4 x 12 x 32'	"
Piling	3 ea. 85' Class B piles untreated - drive - pull under caps and drift.	
Live Girts	3 ea. 4 x 12 x 18'	Rough
Deck Planks	8 ea. 4 x 12 x 12'	SIS Salt Treated

Jack and pull 2 warehouse walls back in place. If it appeared that
further damage would be done to the walls when moving them back in place,
we would propose to grout all cracks and fractures in the walls caused
by their being pushed out of position.

Lump Sum Price \$ 10,644.00

Thank you for the opportunity to quote on this project.

Very truly yours,

COAST MARINE CONSTRUCTION, INC.

Albert M. Laakso
Albert M. Laakso
President

AML/mjo

Kerr Steamship Company, Inc.

STEAMSHIP AGENTS
CHARTERING BROKERS
TERMINAL OPERATORS

OFFICES

NEW YORK
SAVANNAH
CHARLESTON

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ENSENADA
CIUDAD OBREGON

CHICAGO
CLEVELAND
TOLEDO
DETROIT
MILWAUKEE
ST. LOUIS

HOUSTON
DALLAS
GALVESTON
NEW ORLEANS
MEMPHIS

MONTREAL
TORONTO
HALIFAX
ST. JOHN

Suite 915

707 S. W. Washington Street
Portland, Oregon 97205

CABLE ADDRESS:
"KERRLINE"

TELEPHONE:
(503) 223-6293

June 28, 1973

Reference: B155/73

Mr. G.V. Packard
Traffic Manager
Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Dear Mr. Packard:

We have received your letter of June 25, 1973 with two estimates for repairs to Terminal 1 for damages allegedly caused by the M/V "Iberia".

We have passed these estimates onto the vessel's P & I representatives who will be in contact with you.

Very truly yours,

KERR STEAMSHIP COMPANY, INC.

James A. Van der Veen

James A. Van der Veen
Assistant Manager

JAV:sm

cc: Wood, Wood, Tatum, Mosser & Brooke



UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET



NEW YORK N. Y., 10038

CASE NO. 80-13611

STRUCK BY M.S. "IBERIA"
MAY 15, 1973PORTLAND, OREGON
JULY 11, 1973PORT OF ASTORIA - PIER NO. 1

CONDITIONS

The employment of this Association and all services rendered in connection therewith are made, offered and rendered without recourse and on the following conditions and this and all other reports, including any oral reports and certificates, are made and issued without recourse and subject to said conditions:

1. While the officers and the Board of Directors of United States Salvage Association, Inc. have used their best endeavors to select competent surveyors, employees, representatives and agents and to insure that the functions of the Association are properly executed, neither the Association nor its officers, directors, surveyors, employees, representatives or agents are under any circumstances whatever to be held responsible for any error of judgment, default or negligence of the Association's surveyors, employees, representatives or agents nor shall the Association or its officers or directors under any circumstances whatever be held responsible for any inaccuracy, omission, misrepresentation or misstatement in any report or certificate.

2. That the information contained in this and all other reports and certificates is only that coming to the attention of or under the observation of such surveyors, employees, representatives and agents and deemed pertinent for the purpose for which the Association was employed as stated herein; that this report or certificate is not a Certificate of Seaworthiness; that under no circumstances shall this report or certificate be used in connection with the issuance, purchase, sale or pledge of any security or securities, or in connection with the purchase, sale, mortgage, pledge, freighting, letting, hiring or charter of any vessel, cargo or other property, and if so used shall be null, void and of no effect and shall not be binding on anyone.

3. Reports subject to these conditions are the only reports authorized by the Association.

4. The terms of these conditions can be varied only by specific resolution of the Board of Directors of the Association and the acceptance or use of this report or of the employment or services of this Association or of its surveyors, employees, representatives or agents or the use of any other report or certificate shall be construed to be an acceptance of these conditions.

5. This report and all services in connection with this employment are for the account of the person requesting the same, but with the understanding that they are to be used only for the purpose for which the Association was employed as stated herein.

REPORT OF SURVEY MADE BY THE UNDERSIGNED SURVEYOR OF THE UNITED STATES SALVAGE ASSOCIATION, INCORPORATED, ON MAY 16, 1973, AT THE REQUEST OF PORT OF ASTORIA, ASTORIA, OREGON, ON "PIER NO. 1", PORT OF ASTORIA, OWNERS, AND OPERATORS, IN ORDER TO ASCERTAIN AND AGREE UPON OR AS NOTED OTHERWISE, THE CAUSE, THE NATURE AND EXTENT, AND THE RECOMMENDED REPAIR, OF DAMAGE ALLEGED TO HAVE BEEN SUSTAINED IN CONSEQUENCE OF THE PIER HAVING BEEN STRUCK BY THE M.S. "IBERIA" WHILE DOCKING ON MAY 15, 1973.

ATTENDING:

MR. GAIL V. PACKARD,	REPRESENTING OWNERS
MR. CLIFFORD OLSON,	" "
MR. WALTER RIDENOUR,	" "
MR. DIETRICH BALZER	MASTER COLUMBIA RIVER BAR PILOTS M.S. "IBERIA"

ABSTRACT OF DECK LOG OF THE GERMAN MOTOR VESSEL "IBERIA":

PORT OF REGISTRY	HAMBURG
CALLSIGN	D I K I
GRT / NRT	6693 / 4760
OWNERS	CHRISTIAN F. AHRENKIEL, HAMBURG
MASTER	D. BALZER, WIEPENKATHEN

CHARTERED BY KAWASAKI KISEN KAISHA LTD. TOKYO

VOYAGE No. 16 HOMEWARD FROM BRIDGETOWN TO PORTLAND, OREGON
APPROACHING PORT OF ASTORIA, OREGONFOLLOWING ENTRIES IN LOG BOOK No. 14, PAGE 7 ON MAY 15TH
1973 TO BE SEEN:

FOG: NAVIGATE TO SAFE FOG - CIRCUMSTANCES.

ABSTRACT OF DECK LOG CONTINUED:

06.30 END OF SEAVOYAGE. 09.10 PILOT MR. RIDENOUR AND APPRENTICE AT COLUMBIA LIGHTVESSEL ABOARD. 09.33 PASSED BREAKWATER. 10.18 TUGS "LOUI III AND IRENE" ALONGSIDE FOR ASSISTANCE. 10.19 DROP STB. ANCHOR, ONE SHACKLE INTO WATER. WHEN "IBERIA" TURNED INTO THE SLIP, SHE TOUCHED WITH HER PORT - SIDE THE END OF THE WOODEN PIER No. 1. 10.36 "IBERIA" WAS PROPERLY FASTENED WITH PORT - SIDE AT PIER No. 1 UNDER THE GRAIN ELEVATOR, PILOTS FROM BOARD.

IF ANY DAMAGE TO SHIP OR PIER HAD BEEN CAUSED, WILL BE SUBJECT TO A SURVEY - INSPECTION.

/s/ D. BALZER
MASTER

FOUND

RECOMMENDED

- | | | |
|---|---|--|
| 1. TWO (2) PILING ON THE INBOARD TIER OF PILING ON THE APRON AND LOCATED BETWEEN THE MUD-SILL AND DECK ARE SET OVER. | : | 1. TO BE RESET AND RESECURED. (UNTREATED PILE APPROXIMATELY 5' LONG). |
| 2. TWO (2) PIER SUPPORTS ON THE DIAGONAL COURSE OF SUPPORTS ARE SET OVER WITH ONE (1) MISSING. | : | 2. ONE (1) TO BE RESET AND RESECURED. ONE (1) TO BE REPLACED. (14" x 14" x 5' UNTREATED TIMBER) |
| 3. TWO (2) PILING AT THE END OF THE APRON ARE SET OVER APPROXIMATELY 6". | : | 3. TO BE RESET AND RESECURED. (UNTREATED PILING) |
| 4. SIX (6) VERTICAL POSTS BETWEEN THE DECK AND THE MUD-SILL ARE SET OVER AND UPSET. THE WIRE LASHINGS ARE LOOSE. | : | 4. TO BE RESET AND RESECURED. (14" x 14" x 5' UNTREATED TIMBER) |
| 5. ONE (1) 4" x 12" x 15' DIAGONAL BRACE IN WAY OF POSTS NOTED IN ITEM No. 4 ABOVE IS FRACTURED FULL LENGTH. | : | 5. TO BE RENEWED. ONE (1) PIECE 4" x 12" x 15' TREATED TIMBER. |
| 6. ONE (1) FENDER PILE AT THE EDGE OF THE CONCRETE BOLLARD APRON ON PIER FACE IS CRACKED. | : | 6. TO BE RENEWED. ONE (1) 90' UNTREATED PILE. |
| 7. THE PIER DECK IS SET IN TO APPROXIMATELY 6" LOCATED INBOARD OF THE CONCRETE BASE FOR THE BOLLARD ON THE PIER FACE TOWARD THE WAREHOUSE WALL. | : | 7. TO BE RESET TO ORIGINAL POSITION. |
| 8. THE CORNER WALL OF THE WAREHOUSE IS SET IN TO APPROXIMATELY 4" WITH AN OPENING BETWEEN THE WALL AND CORNER EXTENDING FROM THE DECK UP APPROXIMATELY 15'. | : | 8. TO BE RESET AS ORIGINAL. NOTE: IT WAS REPORTED THAT THIS WALL WAS SET OVER APPROXIMATELY 1" PRIOR TO THIS CASUALTY. |

FOUND

RECOMMENDED

- | | | | | |
|-----|--|---|-----|---|
| 9. | THE 2" x 6" FIBERGLASS PANEL FRAMING AT THE TOP OF THE CORNER WALL NOTED IN ITEM 8 ABOVE IS UPSET AND DISLOCATED TO APPROXIMATELY 3", AND ONE (1) PANEL ON THE DOWNSTREAM END IS HOLED IN THREE (3) LOCATIONS. | : | 9. | FRAMING TO BE RESET AND ONE (1) FIBERGLASS PANEL TO BE RENEWED. ONE (1) PIECE APPROXIMATELY 26" x 5', WHITE CORRUGATED FIBERGLASS. |
| 10. | THE WOODEN SILL AT THE BOTTOM OF THE WALL NOTED IN ITEM 8 ABOVE IS PULLED AWAY FROM THE DECK APPROXIMATELY 4". | : | 10. | TO BE RESET AND RESECURED. |
| 11. | THE CONCRETE BLOCKS IN THE WALL NOTED IN ITEM 8 ABOVE ARE PULLED LOOSE AND CRACKED FROM THE DECK UP 10 COURSES IN A STAIR STEP FASHION. LOCATED APPROXIMATELY 19' FROM THE DOWNSTREAM CORNER. | : | 11. | THE CRACKED BLOCKS TO BE RENEWED AND THEN THE BALANCE TO BE RESET AND REGROUTED. FOUR (4) CONCRETE BLOCKS APPROXIMATELY 8" x 6" x 1'. |
| 12. | THE UPSTREAM END OF THE WALL NOTED IN ITEM 8 ABOVE IS PULLED AWAY FROM THE CORNER POST APPROXIMATELY 2" AND EXTENDING UP APPROXIMATELY 8'. | : | 12. | TO BE RESET AS ORIGINAL. |
| 13. | THE PIER DECK FACING ON THE RIVER SIDE, IS PULLED AWAY FROM THE WAREHOUSE WALL NOTED IN ITEM 8 ABOVE APPROXIMATELY 9" TO 10". | : | 13. | TO BE RESET AND RESECURED. |
| 14. | THE ASPHALT ON THE PIER DECK INSIDE THE WAREHOUSE IS CRACKED FROM THE WALL TOWARD SHORE APPROXIMATELY 20'. | : | 14. | TO BE VEE'D OUT AND REFINISHED. ASPHALT IS REPORTED 4" THICK. |
| 15. | THE SILL BELOW THE SWINGING DOOR IN THE WAREHOUSE WALL, RIVERSIDE, IS PUSHED IN AN UPSTREAM DIRECTION APPROXIMATELY 4". | : | 15. | TO BE RESET AND THEN RESECURED. |
| 16. | THE FACE OF THE WAREHOUSE WALL, RIVERSIDE, IS SET IN AT THE BOTTOM TO APPROXIMATELY 5" OVER A LENGTH OF 20'. | : | 16. | THE BASE OF THE WALL TO BE RESET AND RESECURED. |
| 17. | THE FACE OF THE PIER ON THE RIVERSIDE IS MOVED OUT FROM THE WAREHOUSE WALL APPROXIMATELY 9" AND EXTENDING UPSTREAM APPROXIMATELY 20'. | : | 17. | TO BE RESET AND THEN RESECURED. |

CASE NO. 80-13611

FOUND

18. THE PIER FACE IS PUSHED OUT TO APPROXIMATELY 3' AT THE CORNER AND GOING DOWN TO NOTHING OVER AN APPROXIMATE 55' DISTANCE.
19. THE BULL RAIL ON THE DIAGONAL CORNER OF THE PIER IS PUSHED IN AND DISLOCATED.
20. APPROXIMATELY TWENTY FOUR (24) 4" x 12" DECK PLANKING ARE UPSET AND DISLOCATED. TWO (2) WERE MISSING.
21. THE SILL AT THE DOWNSTREAM END OF THE PIER, RIVERSIDE, IS UPSET AND DISPLACED.

RECOMMENDED

18. TO BE RESET AND RESECURED.
19. TO BE RESET AND THEN RESECURED. (14" x 14" x 15' TREATED TIMBER)
20. TO BE RESET AND RESECURED. (TREATED PLANKING - TWO (2) PIECES APPROXIMATELY 4" x 12" x 7'.)
21. TO BE RESET AND THEN RESECURED. (TREATED TIMBER)

NOTES:

- A. NECESSARY BARGES, MEN, PILEDRIVERS, AND EQUIPMENT TO EFFECT REPAIRS.
- B. NECESSARY REMOVALS TO BE REPLACED IN GOOD ORDER.
- C. NECESSARY TESTING TO PROVE REPAIRS IN GOOD ORDER.

IT WAS REPORTED THAT THE FOREGOING REPAIRS WILL BE EFFECTED AT A LATER DATE AT THE OWNER'S CONVENIENCE, WHEN A FURTHER SURVEY WILL BE HELD AND A PRICE AGREED UPON.

SURVEY MADE WITHOUT PREJUDICE, AND SUBJECT TO ADJUSTMENT.


C. L. HARRIS
SURVEYOR



UNITED STATES SALVAGE ASSOCIATION, INC.
99 JOHN STREET
NEW YORK
MEMORANDUM

DATE PORTLAND, OREGON
JULY 11, 1973

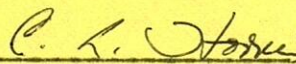
TO UNITED STATES SALVAGE ASSOCIATION, INC.

FROM C. L. HARRIS

SUBJECT:

PORT OF ASTORIA - PIER NO. 1
STRUCK BY M.S. "IBERIA"
MAY 15, 1973
CASE NO. 80-13611

ESTIMATED COST OF DEFERRED REPAIRS.....\$20,000.00


C. L. HARRIS
SURVEYOR

CLH:EPO

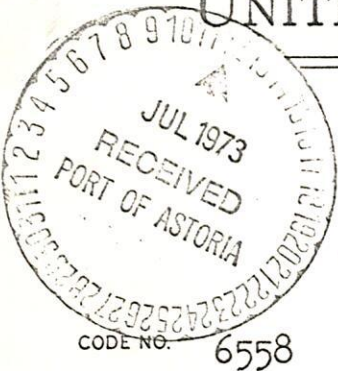
UNITED STATES SALVAGE ASSOCIATION, INC.

2035 S. W. 58TH AVE.

PORTLAND, OREGON 97221

BILL NO. 80- 3458
CASE NO. 80- 13611

JULY 11, 19 73



PORT OF ASTORIA
PORT DOCKS
ASTORIA, OREGON - 97103

FOR SURVEY OF PORT OF ASTORIA-PIER #1

NATURE OF SURVEY STRUCK BY M.S.
"IBERIA" 5/15/73

FEE	EXPENSE	TOTAL
\$ 535.00	\$ 40.85	\$ 575.85

ASSURED: PORT OF ASTORIA

PLEASE MAKE ALL REMITTANCES TO NEW YORK OFFICE
99 JOHN STREET, NEW YORK, N. Y. 10038

A





THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-189

In Account With

Kerr Steamship Company, Inc.
707 S.W. Washington St., Suite 915
Portland, OR 97205

Date September 18, 1973

TERMS: CASH.

DAMAGE TO NORTHWEST CORNER OF PIER 1
by M/S IBERIA May 15, 1973

Survey Cost	575.85
Repair Cost	<u>10644.00</u>
Total Due	\$11,219.85



THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

ALBERT RISSMAN, PRESIDENT
JAMES T. CAMPBELL, V. PRESIDENT
MARTIN E. WEST, SECRETARY
HOWARD B. JOHNSON, TREASURER
J. FRANK HOAGLAND, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

September 14, 1973

Mr. James A. Van der Veen
Assistant Manager
Kerr Steamship Company, Inc.
707 S. W. Washington St., Suite 915
Portland, Oregon 97205

Subject: Iberia
May 15, 1973

Dear Jim:

Enclosed is a copy of Coast Marine Construction's invoice in the amount of \$10,644.00 for repair to the Northwest corner of Pier 1. We are also enclosing a copy of U. S. Salvage Association's invoice in the amount of \$575.85 for survey costs. It would be appreciated if you would arrange direct payment to the Port of Astoria for the total amount of \$11,219.85.

For your records we attach herewith U.S. Salvage Association's formal survey with recommendations on the repair.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosures: 3

**COAST
MARINE
CONSTRUCTION, INC.**P.O. BOX 297, ASTORIA, OREGON 97103
503/325.7177

Nº 977

To: Port of Astoria
P. O. Box 569
Astoria, Oregon 97103DATE Sept. 7, 1973

#73-213

Repair damaged northwest corner of Pier 1, as per our letter and quote
of June 25, 1973.

Lump Sum

\$ 10,644.00

UNITED STATES SALVAGE ASSOCIATION, INC.

2035 S. W. 58TH AVE.

PORTLAND, OREGON 97221



BILL NO. 80- 3458
CASE NO. 80- 13611

JULY 11, 19 73

PORT OF ASTORIA
PORT DOCKS
ASTORIA, OREGON - 97103

FOR SURVEY OF PORT OF ASTORIA-PIER #1

NATURE OF SURVEY STRUCK BY M.S.
"IBERIA" 5/15/73

FEE	EXPENSE	TOTAL
\$ 535.00	\$ 40.85	\$ 575.85

ASSURED: PORT OF ASTORIA

PLEASE MAKE ALL REMITTANCES TO NEW YORK OFFICE
99 JOHN STREET, NEW YORK, N. Y. 10038

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLDY

September 20, 1973

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

Port of Astoria
P.O. Box 569
Astoria, Oregon

Attention: Mr. R.P. Holbrook

Re: IBERIA - Dock Damage
Astoria, Oregon
Our File No. 9763/PGV

Gentlemen:

Kerr Steamship Company, as agents, have passed to us your letter of September 14, 1973 enclosing a claim in the total amount of \$11,219.85.

Please advise as to what date the turning dolphin at the northwest corner of Pier 1 was removed. We would also appreciate being advised as to the reasons for removal of that dolphin and the failure to replace it. This information will be of assistance in evaluating your claim.

Very truly yours,

Peter G. Voorhies

Peter G. Voorhies

PGV: nr



September 21, 1973

Wood, Wood, Tatum, Mosser & Brooke
15th Floor Standard Plaza
Portland, Oregon 97204

Attention: Mr. Peter G. Voorhies

Re: IBERIA - Dock Damage
Astoria, Oregon
Your File No. 9763/PGV

Gentlemen:

In respect to your letter of September 20, we wish to advise that the fifty (50) pile dolphin that is situated at the Northwest corner of Pier 1 was struck by the Leverkusen on November 20, 1972. This incident resulted in the complete destruction of the dolphin. The dolphin has not been replaced to date for the following reasons:

1. Shortage of piling material.
2. Labor strikes by Operating Engineers, Local 701.
3. Labor strikes by Inland Boatman Union Pile Bucks.
4. Awaiting acknowledgement of liability from vessels P and I representatives.

In regard to item #4, it was the Port's hope that we would receive authorization from the insurance underwriters in order for us to proceed with the repair, but as time went along, we felt it was necessary to expend Port money to get this job completed. Commencement of this work will be on September 24.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

January 21, 1974

Mr. Peter G. Voorhies
Wood, Wood, Tatum, Mosser & Brooke
15th Floor Standard Plaza
Portland, Oregon 97204

RE: IBERIA - Dock Damage
Astoria, Oregon
Yoru File No. 9763/PGV

Dear Mr. Voorhies:

Considerable time has elapsed since we last corresponded with you on September 21, 1973 concerning payment for the dock damage caused to Pier 1. We hope that you are now ready to place this claim in line for payment.

I would appreciate your remitting to us promptly.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
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JEFFREY E. BOLY

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

April 11, 1974

Mr. Ray P. Holbrook
Assistant Manager
Port of Astoria
P. O. Box 569
Astoria, Oregon 97103



Re: IBERIA - Dock Damage
Astoria, Oregon
Our File: 9763/PGV

Dear Ray:

The following are relevant portions of the survey reports discussed:

(1) Survey of H. E. Shaw:

"It is this surveyor's belief that the dock was built around 1925 and contains no cargo in the warehouse. The underpinnings, pilings, braces, mudsills, etc. had been worked on many times over the years, pieces having been added, supplies shimmed and wired together. Much of it appears rotted and appears to need a complete rebuilding. The asphalt floor of the warehouse which is cracked, apparently has been cracked for a long time. There is dust and debris in the cracks. The crack between the asphalt and block wall also was old, as there were cigarette butts, wrappers and other debris in the crack.

"The door on the face of the warehouse that is out of line, apparently has been for some time as the floor is well marked.

"It is this surveyor's opinion that the end or corner cracks or the block wall where it adjoins the front and side of the warehouse is mainly due to the corner of the dock settling.

"It is this surveyor's opinion that a lot of them (other ships) have touched the dock and probably done contributing damage. This cannot be avoided as long as there is no dolphin to protect the dock or fender logs to fend the ship off

with dolphin?

"Therefore, it is the undersigned surveyor's opinion that the cause of these alleged damages were due to the lack of any protection to the dock by the Port of Astoria and in no way the fault of the IBERIA."

(2) Statement of Captain Ridenour:

*** When we made our approach, the slip was partially blocked by another ship at Pier #2 and a log raft on the offshore side of that ship. The ship at Pier #2 and the log raft took up about half of the slip.

"In my opinion, the docking procedure I followed was proper under the circumstances."

"The ship could have stemmed the tide and used a turning dolphin to berth at Pier #1 if one were available. There was, at one time, such a dolphin at the northwest corner of Pier #1. This dolphin was destroyed and not available for our use at the time we docked the IBERIA."

(3) Survey of Capt. R. Fielding:

"It was also noted that this pier was not fitted with breaking or fender pilings, so as to enable a vessel to break around the corner of the pier."

"Capt. Ridenour of the Columbia River Bar Pilots stated to the undersigned that because of the strong flood tide, and the fact that there were not suitable fender pilings on the corner of the pier, and that this corner of the pier was very weak, it was necessary to make a straight in approach to the slip with the vessel. Capt. Ridenour further stated to the undersigned that if a set of proper corner fender pilings had been installed at this corner of the pier, no damage, or additional damage, would have occurred from this incident. The approach could then have been made by stemming the current, and breaking the vessel around the corner of the pier." (The inability to break around the east corner of Pier #2 was occasioned by the presence of other vessels and obstructions such as a log raft.)

Mr. Ray P. Holbrook
April 11, 1974
Page 3

"It is the opinion of the undersigned that this portion of this pier (West face of Pier One) is not properly constructed for use of vessels of this size, as evidenced by the lack of pilings under the corner of the pier and the lack of fender or breaking pilings on the corner of the pier. This forces the vessel to make only a straight in approach regardless of the state of the tide.

"It is further the opinion of the undersigned that if this pier had been properly constructed and equipped with breaking pilings, the new and aggravated damage as listed in this report, would not have occurred, as evidenced by the statement, made to the undersigned, by the Pilot, Captain Ridenour."

I also read to you some statements of the Master of the IBERIA, but those would be cumulative of what has already been quoted. There was some indication, however, that the corner of this pier had been previously blocked off from access for foot traffic, perhaps because of the safety hazard. Can you comment on that or give me any explanation?

As you know, we have taken the position that there is no liability in the first instance and, if there is liability, which we deny, the damages are very slight because of the heavy depreciation in the structure. However, without prejudice to that position, we have discussed the possibility of an amicable settlement, and while we could recommend settlement in the area of \$3,000 to \$5,000, you have indicated that you feel the settlement value is in the area of \$7,000 at the least and perhaps higher. I suggest that you pursue this matter somewhat further in the light of our past discussions and telephone me at your convenience so that I will be in a position to go to the owners and underwriters with a recommendation that would have some reasonable chance of being acceptable by way of compromise to all concerned.

Thank you for your courtesy in stopping at our office to discuss this and other claims.

Very truly yours,



Peter G. Voorhies

PGV: cjc



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

J. FRANK HOAGLAND, PRESIDENT
MARTIN E. WEST, VICE PRESIDENT
JAMES T. CAMPBELL, SECRETARY
ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

June 27, 1974

Mr. Peter Voorhies
Wood, Wood, Tatum, Mosser and Brooke
15th Floor, Standard Plaza
Portland, Oregon 97204

RE: LEVERKUSEN - November 20, 1972
IBERIA - May 15, 1973
AMAZON MARU - September 3, 1973
ISLAND ENGINEER - September 12, 1973
NEPHELE - November 14, 1973
ALKYONIA - January 27, 1974

Dear Mr. Voorhies:

We are looking forward to meeting with you at your office at 9 a.m. on July 2, concerning the damage claims on the above vessels.

As you know these matters are quite old, and we expect to be able to reach conclusions that would be acceptable to our principals at the time of our meeting. It is the Port's opinion that these matters have gone on entirely too long and agreement must be reached at our meeting.

Thank you.

Yours very truly,

PORT OF ASTORIA


R. P. Holbrook
Assistant Manager

RPH:sc

cc: John Brooke

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
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JEFFREY E. BOLDY

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

October 17, 1974

Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Attention: Mr. Ray P. Holbrook,
Assistant Manager

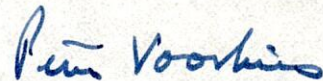
Re: IBERIA
Dock Damage
Astoria, Oregon
Our File No. 9763/PGV

Gentlemen:

The owners and underwriters have authorized us to offer \$5,000.00 in full settlement of the above-captioned claim. This settlement is without prejudice to the owners/underwriters' position that there is no liability on the part of the vessel. We have been assured that the funds can be available very promptly following receipt of your acceptance of this offer.

Please advise.

Very truly yours,



PETER G. VOORHIES

PGV:jk





THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

J. FRANK HOAGLAND, PRESIDENT
MARTIN E. WEST, VICE PRESIDENT
JAMES T. CAMPBELL, SECRETARY
ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

October 23, 1974

Mr. Peter G. Voorhies
Wood, Wood, Tatum, Mosser & Brooke
15th Floor Standard Plaza
Portland, Oregon 97204

RE: IBERIA
Dock Damage
Astoria, Oregon
Your File No. 9763/PGV

Dear Mr. Voorhies:

We are in receipt of your letter of October 17, 1974, offering settlement of \$5,000 for the above referenced damage. This settlement is unacceptable to the Port of Astoria. You will recall that our out of pocket costs are \$11,219.85. It is incomprehensible how the underwriters and owners could expect us to accept less than 50% of the original claim. Our Commissioners would never agree to such a compromise.

Due to the considerable length of time that has elapsed since the time of damage, and considering the Port is out interest on the money for the repair, we would offer to settle this case for \$7,000.

Your earliest acceptance of this offer will be appreciated.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

**COAST
MARINE
CONSTRUCTION, INC.** Environmental Systems — Ecological Methods — General Contracting

1656 JEROME AVE.
P.O. BOX 297
ASTORIA, OREGON 97103
503/325-7177

2041 S.W. 58TH
SUITE 206
PORTLAND, OREGON 97221
503/292-9101

August 1, 1974

Port of Astoria
Astoria,
Oregon, 97103

Attention: Mr. Ray Holbrook

Gentlemen:

Regarding the work which we did for you on the face of Pier #1 in August, 1973, please be advised that the dock work amounted to \$10,000.00 and the repair on the wall amounted to \$644.00, for a total amount of \$10,644.00.

Very truly yours,

COAST MARINE CONSTRUCTION, INC.

Albert M. Laakso
Albert M. Laakso
President

AML:djs

O. K. _____

Extension Correct _____

Distribution _____



LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLD

December 27, 1974

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

Mr. Ray P. Holbrook
Assistant Manager
Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: IBERIA
Dock Damage
Astoria, Oregon
Our File: 9763/PGV



Dear Ray:

Enclosed herewith is a form of release which we will use to complete settlement of this case. Please arrange to have it properly signed and notarized and return it to me with instructions to hold it until I am in a position to send you the check for \$6,000.00 as agreed.

Thank you for your cooperation in this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Peter".

Peter G. Voorhies

PGV: am
Enclosure

FULL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS that the Port of Astoria, for and in consideration of the sum of Six Thousand and 00/100 Dollars (\$6,000.00), receipt of which sum is hereby acknowledged, HAS RELEASED and by these presents DOES HEREBY RELEASE Christian F. Ahrenkiel, the Motor Ship IBERIA, her owners, charterers, operators, underwriters, master, officers and agents, from any and all claims, demands and liabilities whatsoever arising out of or in any way connected with a collision allegedly occurring on or about May 15, 1973, between said Motor Ship IBERIA and a Port of Astoria dock located at Pier 1, Astoria, Oregon.

The Port of Astoria hereby warrants and covenants that it is the owner of said dock and is the sole party entitled to recover any damages for damage to the dock, and hereby covenants that it will indemnify and save harmless Christian F. Ahrenkiel and the other releasees herein named from any claims that might be made by other parties on account of or in connection with the said damage to said dock.

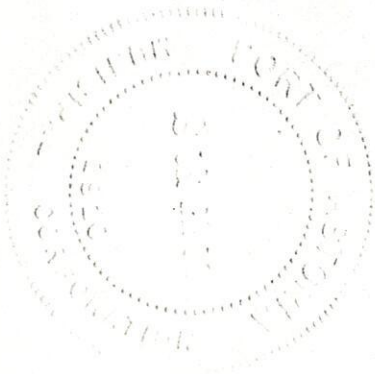
It is understood and agreed that this is a full and final release of all claims of every nature and kind whatsoever and includes all claims for damage to, expense of repairs, expense of surveys, loss of use, salvage expenses, and applies to all unknown unanticipated damages resulting from said collision, as well as those now known or disclosed.

It is further agreed that the payment of \$6,000.00 in behalf of the owners of the IBERIA is a payment in settlement of a doubtful and disputed claim and is a compromise settlement and that this settlement is not to be construed as an admission of liability on the part of anyone whomsoever.

IN WITNESS WHEREOF, the Port of Astoria has caused this Release and three identical copies thereof to be signed by one of its officers thereunto duly authorized this 7th day of January, 1975.

PORT OF ASTORIA

By: George D. Howe
Its General Manager





THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

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ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

January 7, 1975

Mr. Peter G. Voorhies
Wood, Wood, Tatum, Mosser & Brooke Law Offices
15th Floor Standard Plaza
Portland, Oregon 97204

Subject: IBERIA
Dock Damage
Astoria, Oregon
File: 9763/PGV

Dear Peter:

We are returning to you herewith the release forms duly endorsed by our general manager.

Kindly hold these until you receive the \$6,000.00 check as we have agreed.

Yours very truly,

R. P. Holbrook
Assistant General Manager

RPH:bc

enc:

STATE OF OREGON)
) ss.
County of)

On this 7th day of January, 1975, before me appeared George R. Grove, known to me personally, who being duly sworn, did say that he, the said George R. Grove, is the General Manager of the Port of Astoria, the within named municipal corporation, and that the seal affixed to the within instrument is the corporate seal of said municipal corporation, and that the said instrument was signed and sealed in behalf of said municipal corporation by authority of the Board of Commissioners of the Port of Astoria, and the said George R. Grove acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



W. M. O'Brien
Notary Public for Oregon
My Commission expires: 4-28-78